

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 7/26/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with The Shopping Center Group, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with The Shopping Center Group, L.L.C. for Retail Recruitment for North & South Huntsville, Project No. 65-12-SP36

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is for a Retail Development Study and Marketing Materials for various areas within the City of Huntsville for a total contract amount of \$69,500.00. Account No. 23-6500-0811-8501

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 7/24/12

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **7/26/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement:

Document Name: **TSCG-Retail Recruitment for North & South H'ville Project**

City Obligation Amount: **\$69,500.00**

Total Project Budget: **\$69,500.00**

Uncommitted Account Balance: **0**


Account Number: **23-6500-0811-8501**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		7/24/12
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with The Shopping Center Group, L.L.C., in the amount of SIXTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$69,500.00) for Professional Services for Retail Recruitment for North and South Huntsville, Project No. 65-12-SP36, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Professional Services Agreement between The Shopping Center Group, L.L.C. for Retail Recruitment for North and South Huntsville, Project No. 65-12-SP36" consisting of a total of ten (10) pages plus five (5) additional pages consisting of Exhibit "A" and the date of July 26, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 26th day of July, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of July, 2012.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

RECITALS

WHEREAS, determining better methods of retail recruitment will provide a public benefit to the City of Huntsville;

Upon completion of the said study, TSCG shall provide to the City the Study, including the following deliverables:

1. Regional Trade Area Map. Huntsville in relation to all major anchor retail concepts in Alabama.
2. Inventory of Opportunity Site Inventory. Develop an inventory of twenty-two (22) sites for development and/or redevelopment within the studied corridor areas.
3. Quality opportunity Sites. Market Optimization report ranking all 22 Opportunity Sites by marketability factors and information identified by the Study.
4. Potential Retail Matches. Identification of potential retail categories per focus area.
5. Materials Specific to the Following Four Areas: (1) North Parkway from University Drive to Bob Wade Lane, (2) Jordan Lane from University Drive to Research Park Boulevard, (3) South Parkway from Martin Road south to Green Cove Road, (4) University Drive from Memorial Parkway to Sparkman Drive.
 - Two (2) Site Specific Marketing Packages per Area
 - 11x17 Aerial with Traffic, Retail, Restaurant, Schools, Major Employers
 - Demographic Reports with the following parameters:
 - Radius rings: 3, 5, 7, 10 Miles
 - Drive Times: 5, 10, 15, 20 Minutes
 - Drive Distance: 5, 10, 20, 30 Miles
 - Customized reports and maps based on opportunities.
6. Existing and Potential Business Report.
 - Leakage report showing retail categories with greatest potential for success.
 - Business Report (Excel database) of existing Huntsville retail businesses (based on material provided by the City of Huntsville).
7. Thematic Maps of the Huntsville Area. Includes Median Household Income, Population Density, Daytime Population, Age and 5-year Population Growth from census data. This information will be obtained from Daytime Population Maps, School Maps, Employer Maps, Marketing Fliers, and Sites Fliers obtained from the City.
8. Lifestyle Report. Defining the Dominate Mosaic Lifestyle of a typical Huntsville consumer.
9. Ongoing Assistance
 - Up to three (3) demographic reports per month upon request by the City.
 - ICSC Convention Assistance.
 - Recommendations for expanding retain concepts.

- Available assistance as needed for retail oriented information.

TSCG will provide the maps and demographics in electronic (pdf) form and also in five (5) bound book copies and five (5) flash drive copies. Additional copies may be provided for \$85 each. The City may print the files at will and use them on its website.

2.0 In consideration of the services rendered hereunder the City shall pay TSCG on a three-year term. The City will pay TSCG the sum of Thirty-five Thousand Five Hundred Dollars (\$35,500.00) for 2012. This amount shall be due and payable to TSCG one half (1/2) within thirty (30) days of contract execution, and one half (1/2) within thirty (30) days of the City taking possession of the deliverables due pursuant to the terms of this Agreement. The City shall pay TSCG the sum of Sixteen Thousand Five Hundred Dollars (\$16,500.00) for the 2013 update as set forth in Section One of this Agreement. This amount shall be due and payable to TSCG within thirty (30) days of the receipt of the 2013 deliverables by the City. The City shall pay TSCG the sum of Seventeen Thousand Five Hundred Dollars (\$17,500.00) for the 2014 update as set forth in Section One of this Agreement. This amount shall be due and payable to TSCG within thirty (30) days of the receipt of the 2014 deliverables by the City. Any amounts due for additional copies shall be due within thirty (30) days of the receipt of the extra copies by the City. An invoice will be sent by TSCG when amounts are due.

3.0 The Work of this Agreement shall be performed according to the following schedule:

Day 1	TSCG receives the executed Agreement from the City
Day 2	TSCG sends (via email) invoice for the first half of the 2012 consultant fees to the City.
Day 15 to begin.	TSCG sends a list of all information needed from the City to begin.
Day 30	The City returns all requested information to TSCG.
Day 60	TSCG delivers the first draft of the Study to the City.
Day 90	TSCG delivers the final and complete Study.
2013	TSCG provides a full update to the Study.
2014	TSCG provides a full update to the Study.

4.0 In the performance of this work it is understood between the parties that TSCG and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. TSCG shall have no authority to obligate the City to any indebtedness or other obligation.

5.0 All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

City of Huntsville
Attention: Michelle Jordan
308 Fountain Circle
Huntsville, Alabama 35801

The Shopping Center Group, LLC
Attention: Don Beck
200 Clinton Avenue West, Suite 505
Huntsville, Alabama 35801

6.0 This contract shall be effective on the date this Agreement is executed by the last party to execute it.

7.0 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than TSCG.

8.0 This agreement may be terminated by the City upon thirty (30) days written notice to TSCG should TSCG fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. Upon termination pursuant to this Section, the City shall have no further liability to TSCG.

9.0 TSCG shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. TSCG shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by TSCG, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval. General Liability Coverage and City's Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 1,000,000 General Aggregate Limit
\$ 1,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 1,000,000 Per Claim

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Only:

- a. The City, its officers, employees, agents and specified volunteers are to be covered as Additional Insiders, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of TSCG for products used by and completed operations of TSCG; The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents or specified volunteers.
- b. TSCG's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of TSCG's insurance and shall not contribute to it.
- c. TSCG's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. TSCG is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and TSCG shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR TSCG:

TSCG shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

TSCG, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of TSCG or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

TSCG agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of TSCG or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Intellectual Property Rights.

TSCG agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by TSCG pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to TSCG, and granting TSCG the sole right to defend such claim. In the event of any infringement or claimed infringement TSCG, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

10.0 This agreement shall be governed by the laws of the State of Alabama. Venue to enforce any of the provisions of this agreement shall be in the courts of Madison County, Alabama.

11.0 When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning in the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

12.0 TSCG shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and TSCG, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

13.0 TSCG shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve TSCG of any responsibility for performing this contract.

14.0 In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This

nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement

15.0 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control, and TSCG is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) TSCG's Proposal dated July 12, 2012, which is attached to this Agreement as Exhibit "A".

16.0 All work product prepared by TSCG pursuant to this Agreement shall become and be the sole property of the City.

17.0 TSCG acknowledges that in order to perform the services required by the terms of this Agreement, it is required to access certain sensitive, restricted or confidential information provided by the City of Huntsville. TSCG acknowledges and agrees that neither it nor its employees, nor any subcontractors or their employees, will use such confidential information for any purpose except for performance of the required services identified in this Agreement and that such sensitive, restricted, or confidential information will not be disclosed to any other person or entity. TSCG shall maintain appropriate security measures to protect the confidentiality and dissemination of all information furnished to it by the City of Huntsville pursuant to this Agreement.

18.0 The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for

employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”


IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

**THE SHOPPING CENTER
GROUP, LLC.**

Attest:



By: _____
Its: _____



Broker - Partner

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

Charles E. Hagood
Its: Clerk-Treasurer

By: _____
Tommy Battle
Its: Mayor



Retail Recruitment for North & South Huntsville, AL

Overview of the Proposal

Since 1983, The Shopping Center Group (TSCG) has provided a full assortment of retail real estate brokerage services to retailers, landlords, major developers, investors and financial institutions throughout the Southeast and Mid-Atlantic regions. We have earned our reputation of delivering best in class service in tenant representation, project leasing, property management, development assistance, investment sales and finance. Our approach is service oriented and our commitment to our clients' success in regional expansion plans is uncompromising. As an expert on retail and GIS services used in the retail industry, The Shopping Center Group is honored to present a proposal of products we can provide for Huntsville, Alabama to assist in your retail development marketing plan.

Retail Recruitment Marketing Materials

The Shopping Center Group, LLC (SCG) will partner with Huntsville to determine the best practices and materials for local retail recruitment. SCG's success in the Southeast is attributed to hands-on brokers in local markets developing specific, proven strategies for clients. Using Geographic Information Systems (GIS) resources that rank among the top in the country, SCG will produce a variety of resources essential to retailers' decision making process for new locations. **SCG will work with Huntsville's existing resources or items in ITALICS below.**

Recommended Deliverables

\$ 28,500.00

Regional Trade Area Map

Huntsville in relation to all major anchor retail concepts in Alabama

List of Opportunity Sites

Inventory of available commercial properties in the identified study area

Quality Opportunity Sites

Market Optimization report ranking all identified sites as a variety of demographic variables

Potential Retail Matches

Identification of potential retail categories per focus area

4 Focus Areas

(1) N. Parkway, (2) Jordan Lane, (3) S. Parkway (Martin Road +South), and (4) University Drive.

Each will receive the following:

• Site Specific Marketing Packages per Area

• 1517 Retail with Traffic, Retail, Restaurant, Schools, Major Employers

• Demographic Reports

• Radius Rings: 4, 5, 7, 10 Miles

• Drive Times: 5, 10, 15, 20 Minutes

• Drive Distance: 5, 10, 20, 30 Miles

• Customized reports and maps based on opportunities

Existing and Potential Business Report

• Breakage Report, showing retail categories with greatest potential for success.

Thematic Maps of Huntsville Area

• Median HH Income, Population Density, Daytime Population, Age and 5 Year Population Growth

Lifestyle Report

• Defining the dominant lifestyle of a typical Huntsville consumer

Ongoing Assistance

• Up to 3 demographic reports per month upon request. Retailers' contact information provided upon request. SCG Convention assistance. Recommendations for expanding retail concepts. Available assistance as needed for retail oriented information.

SUBTOTAL

\$ 28,500.00

DISCOUNT WITH 2 YEAR RENEWAL

\$ - 3,000.00

2012 TOTAL

\$ 35,500.00

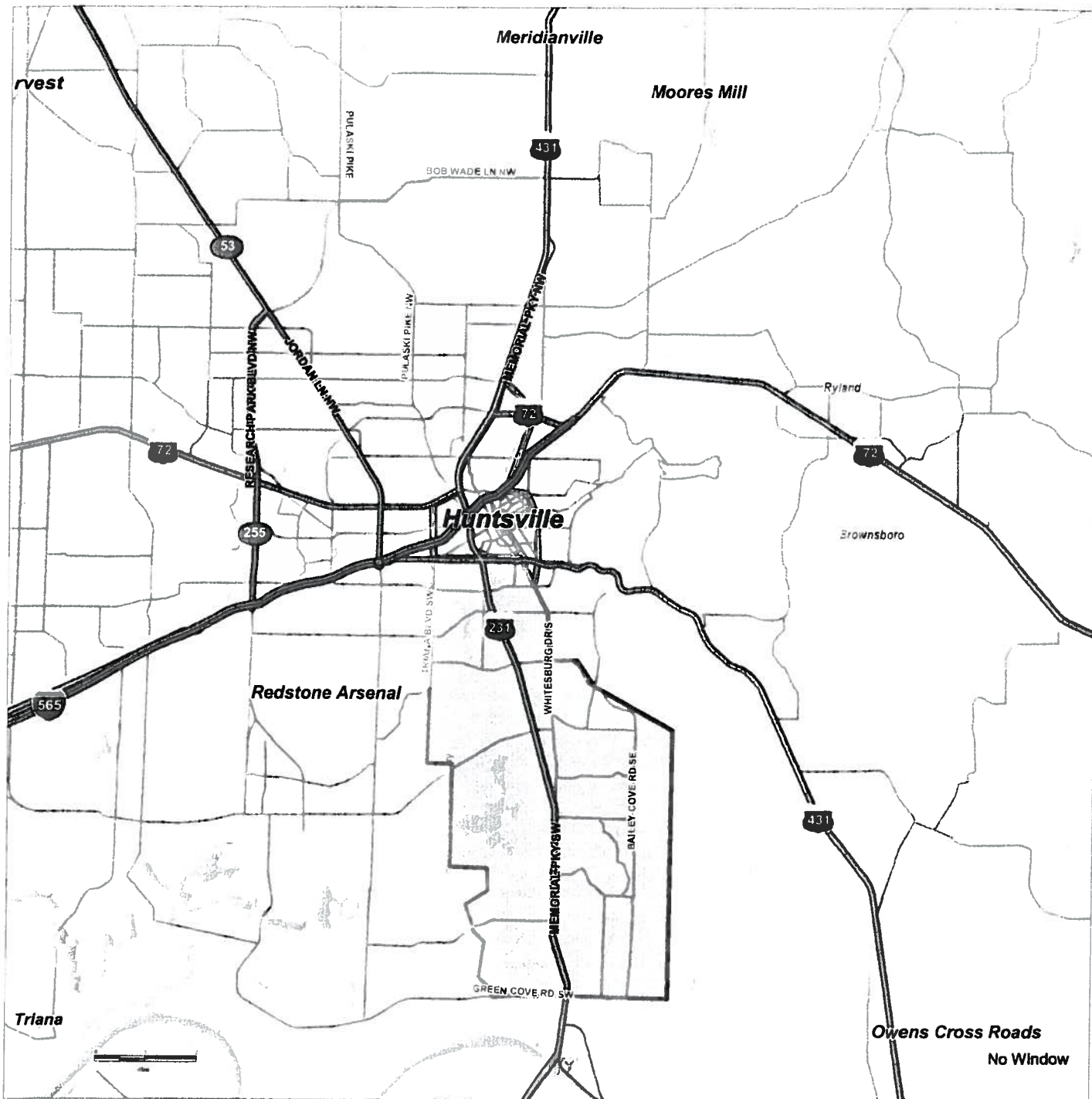
Renewal 2013

\$ 16,500.00

Renewal 2014

\$ 17,500.00

Lat: 34.7231 Lon: -86.5888 Zoom: 21.64 mi Logos are for identification purposes only and may be trademarks of their respective companies.



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Retail Research Study Zones Huntsville, Alabama

Contact:

Don Beck, Huntsville Office
(256) 534-7555
donb@theshoppingcentergroup.com

Lacy Beasley, Birmingham Office
(205) 776-8702
lacyb@theshoppingcentergroup.com

Northern Boundaries **Downtown Boundaries** **Southern Boundaries**



Only RETAIL
everything RETAIL

July 2012

This map was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

Timeline for Retail Recruitment Consultant Study & Marketing Materials for North & South Huntsville, Alabama

Following please find the details in regard to timing of product delivery:

DEFINITIONS AND TERMS

COMPANY: THE SHOPPING CENTER GROUP, LLC, a Georgia limited liability company
c/o Lacy Beasley and or as assigns

CLIENT: Huntsville Area Representative
c/o Shane Davis and or as assigns

STUDY: RETAIL RECRUITMENT CONSULTANT SERVICES AND PRODUCTS

Date	Action
DAY 1	Company receives executed contract
DAY 2	Company sends (via email) invoice for first half consultant fees to Client
DAY 15	Company sends a list of all information needed from Client to begin Study
DAY 30	<u>CLIENT</u> returns all requested information to Company
DAY 60	Company delivers first draft of Study to Client
DAY 75	<u>CLIENT</u> returns one list with all requested changes and maps with revisions marked
DAY 90	Company delivers final and complete Study
DAY 90	Company sends (via email) invoice for second half consultant fees to Client
2013	FULL Update
2014	FULL Update

Terms of Agreement

It is with great pleasure that we begin a new partnership with you as a client of The Shopping Center Group's (TSCG) GIS services. We are excited about your enthusiasm and look forward to a long-term mutually beneficial relationship. Herein you will find the key points relative to our working arrangement. If it meets with your approval please acknowledge where indicated and return one copy to me.

1. **Marketing Package:** The maps and demographics will be provided in electronic (pdf) form plus 5 bound books and 5 flash drives. Additional copies can be provided for \$85 each. Files can be printed at will and placed on website.
2. **Agreement to Amount:** Agency hereby agrees to pay TSCG on a three year agreement. The 2012 investment will be in the amount of thirty-five thousand five hundred dollars (\$35,500). A renewal fee of in the amount of sixteen thousand five hundred dollars (\$16,500) will be due twelve (12) months following the 2012 complete study. An additional seventeen thousand five hundred dollars (\$17,500) will be due in 2014, twelve (12) months after 2013 renewal. Should agency choose a one year agreement, the three thousand dollar (\$3,000) discount will not apply and agency agrees to pay thirty-eight thousand five hundred dollars (\$38,500). Research provided by TSCG may result in additional expense.
3. **Timing of Payment:** The amount shall be due and payable to TSCG one half (1/2) within thirty (30) days of contract execution, and one half (1/2) within thirty (30) days of Agency taking possession of the materials. An invoice will be sent by TSCG when amounts are due.
4. **Agency Performance:** TSCG shall not be required to make any investigations, warranty or representation with respect to the financial condition of any proposed Agency and partners or its ability to perform its obligations. By recognizing TSCG as being entitled to above agreed amount for services rendered, Agency does not expect, depend or rely upon any warranty, representation or investigation by TSCG of the financial condition of any proposed Agency, or agency partners, or its ability to perform its obligations.
5. **Terms:** The Agreement will become effective upon date of execution by both parties. Information maps (i.e. aerial, retailers, traffic counts, available sites) can be updated and changed as needed during the term of this agreement.
6. **Default:** In the event Agency fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1-1/2%) per month. If TSCG shall engage an attorney to collect any unpaid amount due hereunder, the Agency shall pay to TSCG, in addition to such unpaid amount plus interest, reasonable attorney's fee and all expenses incurred by such attorney in connection with collection of such amount so due.

APPROVED this 18th day of July 2012*

APPROVED this 26 day of July 2012

TSCG: The Shopping Center Group, LLC

Agency: The City of Huntsville

Tax ID# 59-3708465

By:

Lacy Beasley

By:

Tommy Battle, Mayor

Its: Associate

Its:

Mayor